

**DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** is made on this the \_\_\_\_\_ day of \_\_\_\_\_, Two Thousand Twenty Four (2024) of

Christian Era;

**BETWEEN**

**WHEREAS** one **Sachindra Nath Chatterji** son of **Late Harendra Nath Chatterji** resident of 321, Kabir Road, P.S. Tollygunge, Calcutta took Permanent Mourashi Mukrari lease of the land along with other lands measuring about **28 Bigha, 3 Cottahs and 14 Chittaks**, more or less, lying situate and comprised in **Khatian Nos. 299, 302, 381, 382, 384, 386, 414/1, 414/2 being Dag Nos. 473, 474/1041, 475/1042, 472/1058, 471/1059, 473/1043, Dag Nos. 473, 474/1041, 475/1042, 472/1058, 471/1059, 476/1043, 471/1060, 471, 475, 476, 474, 472, 470, 476/1079, J.L. No. 8, Mouza: Sahapur, Pargana-Magura, within Police Station: Behala, Sub-Registry Office Alipore, District - 24 Parganas, comprised within the Touzi No. 93 and 101 of the Collectorate of 24 Parganas from one Babu Ahidhar Ghosh of 98, Beltola Road Bhowanipore, Calcutta which was executed and registered on 28th September 1946 and recorded in Book No. 1, Volume No. 53, Pages 5 to 15, Being Deed No. 2686 for the year 1946 registered in the Registration Office at Alipore, in the District: South 24 Parganas.**

**AND WHEREAS** the said **Sachindra Nath Chatterji** while being seized and possessed of the above mentioned land made various developments to the said land measuring **28 Bighas, 3 Cottahs and 14 Chittaks** more or less by dividing the same into a number of small plots together with roads, paths and pathways therewith in terms of the layout of the South Suburban Municipality now under **Ward No. 119 of the Kolkata Municipal Corporation.**

**AND WHEREAS** by virtue of an Indenture executed on 17<sup>th</sup> day of May 1947 duly registered at **Sub-Registrar Office at Alipore** and recorded in **Book No 1, Volume No. 27, Pages 214 to 219, Being Deed No. 1507, for the year 1947** one **Sanjib Kumar Bose** became the owner of **ALL THAT** piece and parcel of Permanent Mourashi Mukrari land containing an area of more or less **3 Cottahs, 1 Chittak, 15 Sq. Ft.** of land (the said plot of Land, hereinafter) out of an area of **9.32 Acre** measuring more or less **28 Bigha 3 Cottahs and 14 Chittaks** of land comprised in **Khatian Nos. 299, 302, 381, 382, 384, 386, 414/1, 414/2, being Dag Nos. 473, 474/1041, 475/1042, 472/1058, 471/1059, 476/1043, 471/1060, 471, 475, 476, 474 472 470, 476/1079, J.L. No.8, Mouza - Sahapur Pargana - Magura, within Police Station: Behala, Sub-Registry Office at Alipore South 24 Parganas comprised within Touzi No. 93 and 101 of the Collectorate of 24 Parganas being the part of C.S. Plot 476 in the Khatian No. 302 of the R/R;**

**AND WHEREAS** the said **Sri Sanjib Kumar Bose** while seized and possessed of the said plot Land transferred on the 19<sup>th</sup> day of July 1955 by way of an **Irrevocable Gift** the said plot of Land containing an area of more or less **3 Cottahs 1 Chittak 15 Sq. Ft.** to and in favour of one **Sri Durgadas Ghosh**, son of **Late Anadi Nath Ghosh**, by a **Deed of Gift** which was registered at the **Sub-Registrar office at Alipore** and recorded in **Book No 1, Volume No. 88, Pages from 179 to 181, Being Deed No. 5382 for the year 1955.**

**AND WHEREAS** after receiving the said plot of land by the strength of the aforesaid **Deed of Gift** on 19<sup>th</sup> day of July 1955 as stated before **Sri Durgadas Ghosh** built a two storied permanent residential structure building at his cost and expenses, in terms of the **Sanctioned Building Plan being No. 10035 dated 29<sup>th</sup> day of August 1957** from the **South Suburban Municipality now Kolkata Municipal Corporation** which came to identified and recorded as municipal **Premises No. 169, S. N. Roy Road, Kolkata – 700038, Police Station: Behala now New Alipore**, more fully described in the **Schedule -A**, property hereunder written.

**AND WHEREAS** the said **Sri Durgadas Ghosh** while in possession and enjoyment of the **First Schedule** property hereunder written died intestate on **22<sup>nd</sup> day of September 1972** leaving behind him his legal heirs and successors viz. his widow **Smt. Mamata Ghosh**, two sons viz. **Sri Sadhan Kumar Ghosh and Sri Swapan Kumar Ghosh** and one married daughter viz. **Smt. Swapna Mitra** who became the joint owners each having undivided **1/4<sup>th</sup> share** over the **First Schedule** property as per provision of the **Dayabhaga Schools of Hindu Law of Succession Act. 1956** and continued in uninterrupted possession and enjoyment of the said **First Schedule** property hereunder written.

**AND WHEREAS** the said **Smt. Mamata Ghosh** while in possession and enjoyment the said **First Schedule** property died intestate on **22<sup>nd</sup> day of October 2020** leaving behind as her only legal heirs and successors, viz., two sons viz., **Sri Sadhan Kumar Ghosh and Sri Swapan Kumar Ghosh** and one married daughter viz. **Smt. Swapna Mitra** who have become the joint owners each having undivided **1/3<sup>rd</sup> Share** over the said **First Schedule** property and have been in continuous possession and enjoyment of the same.

**AND WHEREAS** the said **Sri Sadhan Kumar Ghosh, Sri Swapan Kumar Ghosh and Smt. Swapna Mitra** being seized possessed and well sufficiently entitled to the said **First Schedule** property got their names mutate and recorded in the Assessment - Collection Department of the **Kolkata Municipal Corporation** in respect of the said **First Schedule** property as **Premises No. 169, S. N. Roy Road, Kolkata – 700038, Police Station: New Alipore, vide Assessee No. 41-119-10-0131-3** under the **Municipal Ward No. 119** and are regularly paying all rates and taxes thereon.

**AND WHEREAS** thereafter said **Sri Sadhan Kumar Ghosh and Smt. Swapna Mitra** the **VENDORS** therein for their own considerations and purposes decided to sell and transfer against valuable consideration their respective individual undivided **1/3<sup>rd</sup> Share** aggregating to undivided **2/3<sup>rd</sup> Share** of the said **First Schedule** property (the entire property) unto and in favour of their full blood brother and his wife i.e. **Sri Swapan Kumar Ghosh & Smt. Archana Ghosh** the **PURCHASERS** therein who jointly approached to **Sri Sadhan Kumar Ghosh and Smt. Swapna Mitra** with the offer to purchase the undivided aggregate **2/3<sup>rd</sup> Share** of the said **Sri Sadhan Kumar Ghosh and Smt. Swapna Mitra** and the said **Sri Sadhan Kumar Ghosh and Smt. Swapna Mitra** agreed to sell and the **Sri Swapan Kumar Ghosh & Smt. Archana Ghosh** agreed to purchase the undivided aggregate **2/3<sup>rd</sup> Share** of the **Sri Sadhan Kumar Ghosh and Smt. Swapna Mitra** in the said **First Schedule** property hereunder written.

**AND WHEREAS** while thus the said **Sri Sadhan Kumar Ghosh and Smt. Swapna Mitra**, become the joint owners of **ALL THAT** the undivided impartible **2/3<sup>rd</sup> Shares** of the **Sri Sadhan Kumar Ghosh and Smt. Swapna Mitra** under the entire property as described in the **First Schedule** herein before written that is to say the **undivided Bastu Land** ad-measuring about **2 (Two) Cottahs 40 Sq. Ft.** out of **3 (Three) Cottahs 1 (One) Chittak 15 Sq. Ft.**, be the same a little more or less at **Premises No. 169, S. N. Roy Road, Kolkata – 700038, Post: Sahapur, within Police Station: New Alipore, in the District – 24-Parganas South under KMC Ward No.119, being Municipal Assessee No. 41-119-10-0131-3** **TOGETHER WITH** undivided impartible **2/3<sup>rd</sup> Shares** of the **STRUCTURE** under the entire property as undivided Covered Area ad-measuring about **866.66 Square Feet** out of **1300 Square Feet** Covered Area in two Floors as **650 Sq. ft. Covered Area** in the **Ground Floor** and **650 Sq. ft. Covered Area** on the **First Floor** **TOGETHER WITH** all common areas under the said premises and the aforesaid **PROPERTY**, they jointly sold, transferred and

conveyed their **undivided impartible 2/3<sup>rd</sup> Shares** of the aforesaid property together with the right of easement of all passages adjacent to the property including all sorts of right use and enjoy all common parts adjoining to the aforesaid property along with all its common facilities, utilities and easement etc. in favour of their **full blood Brother** said **SRI SWAPAN KUMAR GHOSH** and their **Sister-in-law** said **SMT. ARCHANA GHOSH**, by way of a registered **Deed of Conveyance**, which was duly registered on **17<sup>th</sup> day of August, 2023**, in the office of the **District Sub-Registrar II at Alipore**, recorded in **Book No. I, Volume No. 1602-2023 at Pages 400935 to 400956, being Deed No. 1602-11927 for the year 2023.**

**AND WHEREAS** thus said **SRI SWAPAN KUMAR GHOSH** and said **SMT. ARCHANA GHOSH** have got jointly undivided **2 (Two) Cottahs 40 Sq. Ft.** out of **3 (Three) Cottahs 1 (One) Chittak 15 Sq. Ft.**, be the same a little more or less at **Premises No. 169, S. N. Roy Road, Kolkata - 700038, Post: Sahapur, within Police Station: New Alipore, in the District - 24-Parganas South under KMC Ward No.119, being Municipal Assessee No. 41-119-10-0131-3 TOGETHER WITH undivided impartible 2/3<sup>rd</sup> Shares of the STRUCTURE** under the entire property as **undivided Covered Area** ad-measuring about **866.66 Square Feet** out of **1300 Square Feet Covered Area in two Floors as 650 Sq. ft. Covered Area** in the **Ground Floor** and **650 Sq. ft. Covered Area** on the **First Floor TOGETHER WITH** all common areas under the said premises and the aforesaid **PROPERTY**, by the strength of the aforesaid **Deed of Conveyance**, which was duly registered on **17<sup>th</sup> day of August, 2023**, in the office of the **District Sub-Registrar II at Alipore**, recorded in **Book No. I, Volume No. 1602-2023 at Pages 400935 to 400956, being Deed No. 1602-11927 for the year 2023.**

**AND WHEREAS** thus said **SRI SWAPAN KUMAR GHOSH**, have got individually undivided **1 (One) Cottah 20 Sq. Ft.** out of **3 (Three) Cottahs 1 (One) Chittak 15 Sq. Ft.**, be the same a little more or less at **Premises No. 169, S. N. Roy Road, Kolkata - 700038, Post: Sahapur, within Police Station: New Alipore, in the District - 24-Parganas South under KMC Ward No.119, being Municipal Assessee No. 41-119-10-0131-3 TOGETHER WITH undivided impartible 1/3<sup>rd</sup> Shares of the STRUCTURE** under the entire property as **undivided Covered Area** ad-measuring about **433.33 Square Feet** out of **1300 Square Feet Covered Area in two Floors as 650 Sq. ft. Covered Area** in the **Ground Floor** and **650 Sq. ft. Covered Area** on the **First Floor TOGETHER WITH** all common areas under the said premises and the aforesaid **PROPERTY**, by the strength of the aforesaid **Deed of Conveyance**, which was duly registered on **17<sup>th</sup> day of August, 2023**, in the office of the **District Sub-Registrar II at Alipore**, recorded in **Book No. I, Volume No. 1602-2023 at Pages 400935 to 400956, being Deed No. 1602-11927 for the year 2023** **AND** also have got absolutely undivided **1 (One) Cottah 20 Sq. Ft.** out of **3 (Three) Cottahs 1 (One) Chittak 15 Sq. Ft.**, be the same a little more or less at **Premises No. 169, S. N. Roy Road, Kolkata - 700038, Post: Sahapur, within Police Station: New Alipore, in the District - 24-Parganas South under KMC Ward No.119, being Municipal Assessee No. 41-119-10-0131-3 TOGETHER WITH undivided impartible 1/3<sup>rd</sup> Shares of the STRUCTURE** under the entire property as **undivided Covered Area** ad-measuring about **433.33 Square Feet** out of **1300 Square Feet Covered Area in two Floors as 650 Sq. ft. Covered Area** in the **Ground Floor** and **650 Sq. ft. Covered Area** on the **First Floor TOGETHER WITH** all common areas under the said premises and the aforesaid **PROPERTY**, be the same a little more or less, by way of inheritance from his predeceased as per provision of the **Dayabhaga Schools of Hindu Law of Succession Act. 1956.**

**AND WHEREAS** thus said **SMT. ARCHANA GHOSH**, have got individually undivided **1 (One) Cottah 20 Sq. Ft.** out of **3 (Three) Cottahs 1 (One) Chittak 15 Sq. Ft.**, be the same a little more or less at **Premises No. 169, S. N. Roy Road, Kolkata – 700038, Post: Sahapur, within Police Station: New Alipore, in the District – 24-Parganas South under KMC Ward No.119, being Municipal Assessee No. 41-119-10-0131-3 TOGETHER WITH undivided impartible 1/3<sup>rd</sup> Shares of the STRUCTURE under the entire property as **undivided Covered Area** ad-measuring about **433.33 Square Feet** out of **1300 Square Feet Covered Area in two Floors** as **650 Sq. ft. Covered Area** in the **Ground Floor** and **650 Sq. ft. Covered Area** on the **First Floor** **TOGETHER WITH** all common areas under the said premises and the aforesaid **PROPERTY**, by the strength of the aforesaid **Deed of Conveyance**, which was duly registered on **17<sup>th</sup> day of August, 2023**, in the office of the **District Sub-Registrar II at Alipore**, recorded in **Book No. I, Volume No. 1602-2023 at Pages 400935 to 400956, being Deed No. 1602-11927 for the year 2023.****

**AND WHEREAS** the said **SRI SWAPAN KUMAR GHOSH** and said **SMT. ARCHANA GHOSH**, being jointly seized possessed and well sufficiently entitled to the said **PROPERTY**, got their names mutate and recorded in the Assessment - Collection Department of the **Kolkata Municipal Corporation** in respect of the said property as **Premises No. 169, S. N. Roy Road, Kolkata – 700038, Police Station: New Alipore, vide Assessee No. 41-119-10-0131-3** under the **Municipal Ward No. 119** and are regularly paying all rates and taxes thereon, which is morefully and particularly described in the **FIRST SCHEDULE** hereunder written and hereinafter called and referred to as the **“SAID PROPERTY”**, free from all encumbrance, attachments, liens and lispences.

**AND WHEREAS** the **Parties of the First Part** and the **Owners** herein intend to develop the said land at the said premises and being unable to develop the said land at the said Property and looking for a Developer with experience who will be able to formulate a scheme for development of the said Property into Residential Project and disposal of the same which would be their mutual advantage and thus have agreed with the **Developer** to develop the same by erecting new building thereon consisting of several **Flats and Other Spaces** as per to be Plan to be sanctioned and/or approve by the **Kolkata Municipal Corporation** on the term and conditions contained herein.

**AND WHEREAS** accordingly the **Owners/First Parties** herein approached the **Developer/Second Party** herein to construct the **“BUILDING”** on the said entire property after obtaining the Building Plan to be sanctioned and/or approved by the **Kolkata Municipal Corporation**.

**AND WHEREAS** the **Developer/Second Party** after discussion with the **Owners/First Parties** have agreed to undertake the development work on the said undivided **PLOT OF LAND** after the demolition of the **existing structure standing thereon** and as per the **Building Plan** duly sanctioned by **The Kolkata Municipal Corporation** with works specification as mentioned herein below.

**AND WHEREAS** to avoid future complications the parties hereto of this Development Agreement have agreed and enter into this **DEVELOPMENT AGREEMENT** by incorporating the terms and conditions of the Development of the said premises which are as follows :-

**NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO** as follows:-

**ARTICLE- I (SUBJECT MATTER OF THE AGREEMENT)**

1. That, Commercial exploitation of land inter-alia, construction of Housing/Commercial project comprising of diverse residential as well as commercial units (hereinafter referred to as "Project") in respect of **ALL THAT** a piece and parcel of **BASTU LAND** measuring about **3 (THREE) COTTAHS 1 (ONE) CHITTAK 15 (FIFTEEN) SQ. FT.** be the same a little more or less **TOGETHER WITH** a Two Storied Pucca Structures (Cemented Floors and 63 years old Structures) covering **1300 SQUARE FEET Covered Area in two Floors as 650 Sq. ft. Covered Area in the Ground Floor and 650 Sq. ft. Covered Area on the First Floor** together with all common areas appurtenant therewith at Premises No. 169, S. N. Roy Road, Kolkata – 700038, Post: Sahapur, within Police Station: New Alipore, in the District – 24-Parganas (South) under KMC Ward No.119, being Municipal Assessee No. 41-119-10-0131-3 having its Postal Address as P-96, S. N. Roy Road, Kolkata – 700038, Post: Sahapur, within Police Station: New Alipore, in the District – 24-Parganas (South) with all common amenities and facilities thereto together with all easement rights, quasi-easement attached thereto, which is morefully mentioned and described in the **FIRST SCHEDULE** hereunder written **TOGETHER WITH** the structure, right of ways, common paths, passages, drains, lights and all and every manner of former or other rights, liberties, privileges and all kinds of easements, profits, appurtenances, appendages whatsoever standing in and upon or belonging or in any way appertaining to the said property hereby along with all other general, quasi-easement and easement rights & liberties attached and due to the property, more fully and particularly described in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as the "**Said Property**".
2. That, the **Owners** herein above being desirous of developing and exploiting residential building over the said property, specifically mentioned in the **FIRST SCHEDULE** and the landowners herein above having agreed have approached the Developer to do so to which the Developer have agreed for mutual benefit and consideration and relying on the aforesaid representation and assurances of the Owners and believing the same to be true and correct and acting on good faith therewith on the following terms and conditions hereunder contained.

**ARTICLE- II (OWNER'S REPRESENTATION)**

**THE OWNERS HAVE REPRESENTED TO THE DEVELOPERS AS FOLLOWS:-**

1. That in the manner stated hereinabove the Landowners are the absolute joint Owners of **ALL THAT** a piece and parcel of **BASTU LAND** measuring about **3 (THREE) COTTAHS 1 (ONE) CHITTAK 15 (FIFTEEN) SQ. FT.** be the same a little more or less **TOGETHER WITH** a Two Storied Pucca Structures (Cemented Floors and 63 years old Structures) covering **1300 SQUARE FEET Covered Area in two Floors as 650 Sq. ft. Covered Area in the Ground Floor and 650 Sq. ft. Covered Area on the First Floor** together with all common areas appurtenant therewith at Premises No. 169, S. N. Roy Road, Kolkata – 700038, Post: Sahapur, within Police Station: New Alipore, in the District – 24-Parganas (South) under KMC Ward No.119, being Municipal Assessee No. 41-

**119-10-0131-3 having its Postal Address as P-96, S. N. Roy Road, Kolkata – 700038, Post: Sahapur, within Police Station: New Alipore, in the District – 24-Parganas (South), which is more fully and particularly described in the FIRST SCHEDULE hereunder written and is in possession of the Premises and the Owners has a marketable title thereto and has not entered into any agreement creating any right in the Premises with whomsoever.**

2. That the said premises are not affected by provisions of the **Urban Land (Ceiling & Regulations) Act, 1976** or any other statute and there is no legal bar for development and construction of a new **MULTI** storied building on the said premises.
3. That the said Property is duly mutated in the Kolkata Municipal Corporation.
4. That the said Property is free from acquisition and/or requisition in nay nature whatsoever.
5. That the said Property is not affected by any Road Alignment.
6. That there has been no notice of attachment, requisition, and acquisition received from any Competent Authority in respect of the said Property.
7. That the Owners have not entered into any Agreement with any other Developers or Promoter or have created any charge in respect of the said both piece of land.
8. That the Owners shall comply with all requisitions made by the Developer's Lawyer for the purpose of development of the said Property.
9. That the landowners shall pay and bear all municipal rates and taxes payable in respect of the said premises up to date before of their agreement after which the second part would be liable for the same till to completion of the construction period.

**AND WHEREAS** to avoid future complications the **Owners** and **Developer** executed and registered a **Development Agreement** on \_\_\_\_\_, which was duly registered at the **office of** \_\_\_\_\_, which was duly recorded in **Book No. I, Volume No. 160\_\_-202\_\_**, **Page from** \_\_\_\_\_ **to** \_\_\_\_\_, **Being Deed No. 160\_\_-\_\_\_\_\_**, **for the year 202\_\_**.

**AND WHEREAS** thereafter the said **Owners** executed and registered a **Development Power of Attorney in favour of the aforesaid Developer** on \_\_\_\_\_, which was duly registered at the **office of** \_\_\_\_\_, which was duly recorded in **Book No. I, Volume No. 160\_\_-202\_\_**, **Page from** \_\_\_\_\_ **to** \_\_\_\_\_, **Being Deed No. 160\_\_-\_\_\_\_\_**, **for the year 202\_\_**.

**AND WHEREAS** thereafter said **U S T CONSTRUCTIONS** a Partnership Firm having its registered Office at 67/1, S. N. Roy Road, Post: Sahapur, Police Station: New Alipore, Kolkata – 700038, in the District: 24 Parganas (South) West Bengal, India, the **DEVELOPER** of the said **3 (THREE) COTTAGES 1 (ONE) CHITTAK 15 (FIFTEEN) SQ. FT.** be the same a little

more or less **TOGETHER WITH** a Two Storied Pucca Structures (Cemented Floors and 63 years old Structures) covering **1300 SQUARE FEET** Covered Area in two Floors as **650 Sq. ft. Covered Area** in the **Ground Floor** and **650 Sq. ft. Covered Area** on the **First Floor** together with all common areas appurtenant therewith at **Premises No. 169, S. N. Roy Road, Kolkata - 700038, Post: Sahapur, within Police Station: New Alipore, in the District - 24-Parganas (South) under KMC Ward No.119, being Municipal Assessee No. 41-119-10-0131-3 having its Postal Address as P-96, S. N. Roy Road, Kolkata - 700038, Post: Sahapur, within Police Station: New Alipore, in the District - 24-Parganas (South)** and desired to construct a Multi-Storied Building upon the said premises for disposal of its different flats/units etc. to the intending Purchaser/s for commercial gain and so the said **DEVELOPER** sanctioned a **Building Plan vide B.S. Plan No. \_\_\_\_\_, Dt. \_\_\_\_\_** from the **Kolkata Municipal Corporation** for construction of a Multi Storied Building upon the said **Premises No. 169, S. N. Roy Road, Kolkata - 700038, Post: Sahapur, within Police Station: New Alipore, in the District - 24-Parganas (South) under KMC Ward No.119, being Municipal Assessee No. 41-119-10-0131-3 having its Postal Address as P-96, S. N. Roy Road, Kolkata - 700038, Post: Sahapur, within Police Station: New Alipore, in the District - 24-Parganas (South)**

**AND WHEREAS** during the progress of the construction work of the said building the **Purchaser** approached to the **Developer** to purchase a **FLAT** in the said building from the **Developer's Allocation** and the **Developer** agreed to sale to the **Purchaser**, a "**Flat**" No. \_\_\_\_\_, measuring about \_\_\_\_\_ **Sq. Ft. Super Built-up Area** be the same a little more or less in the \_\_\_\_\_ **Floor** consisting of **Two Bed Rooms, One Drawing, One Kitchen, One Dining, One Toilet, One W.C. & One Balcony, ALONG WITH one CAR PARKING SPACE** measuring about **120 Square Feet**, in the **GROUND FLOOR, TOGETHER WITH** impartible and variable proportionate share in the said plot of land and common portion and amenities or facilities in the said building in terms of the aforesaid sanctioned building plan of the said plot of land hereinafter called and referred to as the "**Said FLAT**" morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written with all common portion and amenities or facilities in the said building lying, situate and being **Premises No. 169, S. N. Roy Road, Kolkata - 700038, Post: Sahapur, within Police Station: New Alipore, in the District - 24-Parganas (South) under KMC Ward No.119, being Municipal Assessee No. 41-119-10-0131-3 having its Postal Address as P-96, S. N. Roy Road, Kolkata - 700038, Post: Sahapur, within Police Station: New Alipore, in the District - 24-Parganas (South)** which is morefully and particular mentioned and described in the **FIRST SCHEDULE**, hereunder written free from all encumbrances, trusts, charges, liens, lispences, attachments, claims to the **Purchaser** hereto for the total consist of **Base price of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only plus Price of Car Parking Space Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only and 5% GST amounting to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only** comes to total Consideration of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only** and for the purpose requested to the **Developer** to enter into an agreement for sale with the **Owner** and the **Developer**.

**The Kolkata Municipal Corporation has granted the Commencement Certificate to develop the Project vide approval dated \_\_\_\_\_ bearing No. \_\_\_\_\_;**

**AND WHEREAS** the **Developer** has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the **REAL ESTATE REGULATORY AUTHORITY** at KOLKATA No.



WBRERA/NPR-\_\_\_\_\_; under registration.

**AND WHEREAS** the **DEVELOPER** herein accepted the said offer of the **PURCHASER/S** herein and has agreed to sell **ALL THAT** one residential **FLAT** in the said building from the **Developer's Allocation** and the **Developer** agreed to sale to the **Purchaser/s** one "**Flat**" at \_\_\_\_\_ **Side**, measuring about \_\_\_\_\_ **Sq. Ft. Carpet Area** and \_\_\_\_\_ **Sq. Ft. Super Built-up Area**, be the same a little more or less in the \_\_\_\_\_ **Floor** consisting of **One/Two/Three Bed Room/s, One Drawing-Dining, One Kitchen, One Toilet, One WC & One Balcony, TOGETHER WITH** impartible and variable proportionate share in the said plot of land and common portion and amenities or facilities in the said building in terms of the aforesaid sanctioned building plan of the said plot of land hereinafter called and referred to as the "**Said FLAT**" morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written with all common portion and amenities or facilities in the said building lying, situate and being **Premises No. 169, S. N. Roy Road, Kolkata - 700038, Post: Sahapur, within Police Station: New Alipore, in the District - 24-Parganas (South) under KMC Ward No.119, being Municipal Assessee No. 41-119-10-0131-3 having its Postal Address as P-96, S. N. Roy Road, Kolkata - 700038, Post: Sahapur, within Police Station: New Alipore, in the District - 24-Parganas (South)** which is morefully and particular mentioned and described in the **FIRST SCHEDULE**, hereunder written free from all encumbrances, trusts, charges, liens, lispendences, attachments, claims to the **Purchaser/s** hereto for the **Total Consideration including GST** of Rs. \_\_\_\_\_/- (**Rupees** \_\_\_\_\_) **only** subject to the fulfillment of the terms and conditions hereunder written for the sake of brevity hereinafter called and referred to as the "**FLAT**" free from all encumbrances, trusts, charges, liens, lispendences, attachments and as per law for the time being enforce and for the purpose a **Agreement for Sale** was executed by and between the parties herein on \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_ on receiving a sum of Rs. \_\_\_\_\_/- (**Rupees** \_\_\_\_\_) **only**, from the said **PURCHASER/S** as and by way of earnest money out of the said settled price or consideration of the "**SAID FLAT**" of Rs. \_\_\_\_\_/- (**Rupees** \_\_\_\_\_) **only**, on the terms and conditions written therein.

**AND WHEREAS** the **PURCHASER/S** herein approached the **OWNER/VENDOR & DEVELOPER** herein to complete the said intended sale transaction by way of these presents in respect of the said **FLAT** in terms of said **Agreement for Sale** dated \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, made by and between the aforesaid **OWNER/ VENDOR & DEVELOPER** and the **PURCHASER/S** herein.

**NOW THIS INDENTURE WITNESSETH** that in pursuance to the said agreement between the **OWNER/VENDOR & DEVELOPER/CONFIRMING PARTY** and the **PURCHASER/S/S** paid to **Total Consideration including GST** of Rs. \_\_\_\_\_/- (**Rupees** \_\_\_\_\_) **only** to the **OWNER/VENDOR & DEVELOPER/CONFIRMING PARTY** herein on or before the execution of these presents (the receipt whereof the **OWNER/VENDOR & DEVELOPER/CONFIRMING PARTY** doth hereby and also by the Memo of Consideration hereunder written admit and acknowledge of and from the same and every part thereof acquit, release and/or forever discharge the Said **FLAT** of the said multi-storied building unto the **Purchaser/s/s**), the **OWNER/VENDOR & DEVELOPER/ CONFIRMING PARTY** absolutely hereby indefeasible grant, sell, convey, transfer and assure, assign unto and in favour of the **PURCHASER/S/S** of a "**Flat**" at \_\_\_\_\_ **Side**, measuring about \_\_\_\_\_ **Sq. Ft. Carpet Area** and \_\_\_\_\_ **Sq. Ft. Super Built-up Area**, be the same a little more or less in the \_\_\_\_\_ **Floor** consisting of **One/Two/Three Bed Room/s, One Drawing-**

**Dining, One Kitchen, One Toilet, One WC & One Balcony**, in the building situate at **Premises No. 169, S. N. Roy Road, Kolkata - 700038, Post: Sahapur, within Police Station: New Alipore, in the District - 24-Parganas (South) under KMC Ward No.119, being Municipal Assessee No. 41-119-10-0131-3 having its Postal Address as P-96, S. N. Roy Road, Kolkata - 700038, Post: Sahapur, within Police Station: New Alipore, in the District - 24-Parganas (South)** which is morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written and hereinafter referred to as the **"SAID FLAT"**, along with proportionate share of the land corresponding thereto on which the building is situated as fully described in the **FIRST SCHEDULE** hereunder written **TOGETHER WITH** said undivided proportionate share or interest of entrance, underground and overhead water tank/reservoir, Septic tank, pump room, meter room and all common parts, common areas and common facilities fully described in the **THIRD SCHEDULE** hereunder written situate lying at and being **Premises No. 169, S. N. Roy Road, Kolkata - 700038, Post: Sahapur, within Police Station: New Alipore, in the District - 24-Parganas (South) under KMC Ward No.119, being Municipal Assessee No. 41-119-10-0131-3 having its Postal Address as P-96, S. N. Roy Road, Kolkata - 700038, Post: Sahapur, within Police Station: New Alipore, in the District - 24-Parganas (South)** free from all encumbrances, attachments, charges, liens, lispendencies, claims, trusts, execution, attachments, proceedings and/or acquisitions and requisitions proceedings scheme or road alignment of **Kolkata Metropolitan Development Authority, The Kolkata Municipal Corporation, Bengal Land and Land Reforms Office, Land Acquisition and Requisition Department** and all other liabilities whatsoever and all the estate, right, title, interest, inheritance, use, trust, property, claim and demand whatsoever of the **OWNER/VENDOR & DEVELOPER/ CONFIRMING PARTY** into and upon the same or any part thereof **TOGETHER WITH** fully power to the **PURCHASER/S/S** to appear before the **Kolkata Municipal Corporation** and/or any other authorities concerning the Said **FLAT** or otherwise for the purpose of mutation and/or records in the name of the **PURCHASER/S/S** in the records of **The Kolkata Municipal Corporation** and other **Government Department** as absolute ownership of the same and for all or any other purpose or purposes to sign, issue, receive, acknowledge, serve all correspondence, notice, notices and letters as the case may be and to appear in all or any such matter as may be necessary as fully and effectually do the same **OR HOWSOEVER OTHERWISE** the said **FLAT**, as mentioned in the **SECOND SCHEDULE** hereby sold or any part or portion thereof now and/or at any time heretofore was or were situated, butted, bounded called, known, numbered, described or distinguished **TOGETHER WITH** all and every manner of former and other rights, liberties, privileges, easements, profits appendages and appurtenances whatsoever to the said premises or any part or portion thereof belonging to or in anywise appertaining to or usually held or enjoyed therewith or reputed to belong or be appurtenant thereto and the reversion or reversions, remainder or remainders and rents, issues and profits thereof in connection with the **SAID FLAT** and all the estate, right, title interest of the property claim and demand over the same of the Vendors unto and/or upon the Said **FLAT** and all other benefits, rights hereby granted, sold, conveyed, transferred and assigned, assured or expressed or intended so to be every part thereof **TO HAVE AND TO HOLD** the said **FLAT** together with proportionate share of land underneath corresponding to the Said **FLAT** together with other benefits, rights hereby granted, conveyed, transferred, assigned and/or assured or expressed or intended so to be and every part thereof unto and to the use of the **PURCHASER/S/S** absolutely/jointly and forever free from all encumbrances, charges, trust, liens, demand, attachments, whatsoever together with all other easement and quasi-easement right, privileges and provision in connection with the beneficial use and enjoyment of the Said **FLAT** of the said premises by the respective co-owners and co-occupiers of the building as mentioned in the **FOURTH SCHEDULE** hereunder written and/or common facilities of the **PURCHASER/S/S AND** also subject to payment of the proportionate

share of the common expenses and also proportionate share of Municipal rates and other taxes payable in respect of the Said **FLAT** as described in the **FIFTH SCHEDULE** hereunder written and also subject to the **OWNER/VENDOR & DEVELOPERS/ CONFIRMING PARTIES** and the **PURCHASER/S/S** covenants as contained in the **FOURTH SCHEDULE** hereunder written and all other outgoings in connection with the said space wholly and the building proportionately the **PURCHASER/S/S** will pay and discharge taxes on the said **FLAT/UNIT** wholly as per proportionate amongst others unto and to the use of **PURCHASER/S/S** absolutely and forever to the intent that **PURCHASER/S/S** herein henceforth are the absolute owners of the Said **FLAT** which is hereby granted and sold absolutely by the **OWNER/VENDOR & DEVELOPERS/CONFIRMING PARTIES** and forever free from all encumbrances attachments, charges and liabilities whatsoever.

**THE VENDOR & DEVELOPER CONFIRMING PARTY AND THE PURCHASER/S DOH HEREBY COVENANT TO EACH OTHER** as follows:-

- a) The interest which the **Vendor & Developer Confirming Party** do hereby prefer to transfer submits that the Owner have good right, full power, absolute authority and indefeasible title to grant sell convey transfer assign and assure the **SECOND SCHEDULE** mentioned as **FLAT** in the Premises **TOGETHER WITH** the benefits rights, herein comprised or hereby granted sold conveyed transferred assigned and assured unto and in favour of the Purchaser/s in the manner aforesaid.
- b) The Third part **Vendor & Developer Confirming Party** is entitled to deal with the said **FLAT** constructed on the **FIRST SCHEDULE** mentioned land **TOGETHER WITH** the undivided impartible share of land including the common rights, facilities, amenities and installations, etc. and also eligible to be dealt with and to transfer such portions in the building without any objection and consent of the Vendor & Developer Confirming Party.
- c) It will be lawful for the **Purchaser/s** from time to time and at all times hereafter to peaceably and quietly hold use possess and enjoy the said "**FLAT**" **TOGETHER WITH** the undivided impartible share of land in the said Premises including all common rights, areas, amenities and facilities installations etc. in the said Premises and to receive rents issues and profits thereof without any interruptions hindrance, claims or disturbances whatsoever from or by the **Vendor & Developer Confirming Party** or any person or persons claiming through under or in trust of them.
- d) The **SECOND SCHEDULE** below mentioned **FLAT** hereby sold and transferred or intended so to be is freed and discharged from and against all manner or encumbrances whatsoever.
- e) The **Owner/Vendor & Developer Confirming Parties** have not concealed or suppressed any material defect in their title to the said Premises.
- f) The **Owner/Vendor & Developer Confirming Parties** will duly fulfill and perform all their obligations elsewhere herein contained.

**THE PURCHASER/S DOH HEREBY COVENANT WITH THE VENDOR & DEVELOPER CONFIRMING PARTY** as follows:-

- a) **THAT** the **Purchaser/s** shall be entitled as absolute owner to sell, transfer or dispose of the said **FLAT** to any person or persons whatsoever without any interference from the **Owner/Vendor** and **Developer** and other occupants of the building.

- b) **THAT** the **Developer/Confirming Party** herein shall handover the possession of the said **FLAT** of the building.
- c) **THAT** the **Owner/Vendor** do hereby accord his consent to the **Purchaser/s** for mutating his/her/their name/s in the Assessment record of The Kolkata Municipal Corporation in respect of the said **FLAT** conveyed by this Deed of Conveyance and the **Purchaser/s** shall be liable or responsible to pay the rates and taxes to the appropriate authority after mutation and before that the **Purchaser/s** will pay the proportionate rates and taxes to the **Developer/Confirming Party** from the date of possession of the said **FLAT**.
- d) The **Purchaser/s** binds himself to pay regularly and punctually all common costs and expenses in respect of the said building and the said premises proportionately such liability to be accrued -with effect from the date of execution and registration of these presents proportionately or wholly as the case may be.
- e) The **Purchaser/s** agrees as a specific Covenant running with the land that the land of the said building will remain always undivided and impartible and the **Purchaser/s** shall be own only and undivided proportionate share in the same and the **Purchaser/s** shall have no right to claim any division or partition or separation thereof.
- f) The **Purchaser/s** on received of possession of the said **SECOND SCHEDULE** mentioned **FLAT** from the **Vendor & Developer Confirming Party** shall have no right to make any structural change inside the "said **FLAT**" and no brick Partition will be allowed which will cause damage in the main structure.
- g) The **Purchaser/s** at his/her/their own cost and expenses shall apply for and obtain mutation of the "said **FLAT**" in his/her/their name from **The Kolkata Municipal Corporation** after execution and registration of these presents.
- h) The **Purchaser/s** shall not leave any litter in places other than in a place provided for the said purposes.
- i) The **Purchaser/s** shall not leave or cause to be left any furniture or any other material or things where they may or are likely to obstruct the free ingress and egress of the said building and other **Flats/Units** and not to obstruct the common areas.
- l) To co-operate with the **Association and/or Building Committee** to be formed for management of the said building by the Co-owners of the said building and the **Purchaser/s** shall/will be a lawful member of the said association as per this Purchase.
- m) To observe and perform properly all rules regulations and restrictions from time to time in force prepared by the **Association and/or Building Committee** of the Building for the use and management of the Building.
- n) The **Purchaser/s** shall have every right to transfer the said **FLAT** in any way to any **Third Party** without any claim or demand from the **Vendor & Developer Confirming Party** and also other co-owners of the said premises.

**BE IT MENTIONED** here that the **Purchaser/s** shall join as a member of the **Association and/or Building Committee** of **Owners** of Flat/Flats & other Spaces of the said building on and from the date of registration of these presents and if any **Association and/or Building Committee** is not yet formed, all the Flat/Flats & other Spaces Owners shall form an **Association and/or Building Committee** of Flat/Flats & other Spaces Owners, if so required.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

**ALL THAT** a piece and parcel of **BASTU LAND** measuring about **3 (THREE) COTTAGHS 1 (ONE) CHITTAK 15 (FIFTEEN) SQ. FT.** be the same a little more or less **TOGETHER WITH** a Two Storied Pucca Structures (Cemented Floors and 63 years old Structures) covering **1300 SQUARE FEET** Covered Area in two Floors as **650 Sq. ft. Covered Area** in the **Ground Floor** and **650 Sq. ft. Covered Area** on the **First Floor** together with all common areas appurtenant therewith at Premises No. 169, S. N. Roy Road, Kolkata - 700038, Post: Sahapur, within Police Station: New Alipore, in the District - 24-Parganas (South) under KMC Ward No.119, being Municipal Assessee No. 41-119-10-0131-3 having its Postal Address as P-96, S. N. Roy Road, Kolkata - 700038, Post: Sahapur, within Police Station: New Alipore, in the District - 24-Parganas (South) The said Premises being butted and bounded in the manner following, that is to say:-

**ON THE NORTH** : By 111, S. N. Roy Road.  
**ON THE SOUTH** : By 12' Feet Road.  
**ON THE EAST** : By Housing Complex.  
**ON THE WEST** : By 75/47, S.N. Roy Road.

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**(THE SAID FLAT & CAR PARKING HEREBY AGREED TO BE SOLD)**

**ALL THAT** a self-contained "**Flat**" being **Flat No.** \_\_\_\_\_, measuring about \_\_\_\_\_ **Square Feet Super Built-up Area**, be the same a little more or less at **South East Side** on the \_\_\_\_\_ **Floor**, consisting of \_\_\_\_\_ **Bed Rooms, One Drawing-cum-Dining, One Kitchen, One Toilet, One WC and \_\_\_\_\_ Balcony and One Car Parking Space** in the **Ground Floor** measuring about **120 Square Feet**, **Along With** undivided, impartible and variable proportionate share in the said plot of land and common portion and amenities or facilities in the said building in terms of the aforesaid sanctioned building plan of the said plot of land hereinafter called and referred to as the "**Said FLAT**" morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written with all common portion and amenities or facilities in the said building lying, situate and being **Premises No. 169, S. N. Roy Road, Kolkata - 700038, Post: Sahapur, within Police Station: New Alipore, in the District - 24-Parganas (South) under KMC Ward No.119, being Municipal Assessee No. 41-119-10-0131-3 having its Postal Address as P-96, S. N. Roy Road, Kolkata - 700038, Post: Sahapur, within Police Station: New Alipore, in the District - 24-Parganas (South)** **TOGETHER WITH** undivided proportionate share of right, title and interest of the land upon which the building is constructed together with all right privileges in the common areas and facilities liabilities provided or to be provided in the said building and/or the said premises along with the undivided impartible un-demarcated proportionate share and interest on the ultimate roof and terrace of the building, with all **Common Users Area & Facilities** in the said building as set-out in the **THIRD SCHEDULE** hereunder written.

**THE THIRD SCHEDULE ABOVE REFERRED TO:**  
**(COMMON AREA AND FACILITIES)**

- (I) **Areas:**
- a) Entrance and exits.
  - b) Boundary Walls and Main Gate of the Premises.
  - c) Staircase, staircase landing, stair head room and lobbies on all the floor of the building.
  - d) Entrance lobby.
  - e) Lift & Lift Well.

**(II) Water, Pumping and Drainage:**

- a) Drainage and sewerage lines and together installations for the same (except only those as per installed within exclusive area of any Unit and/or exclusively for its use).
- b) Water supply system.
- c) Water pump, underground and overhead water reservoir together with all common plumbing installation for carriage of any unit/or exclusively for its use.

**(III) Electrical Installation:**

- a) Electric wiring and other fittings (excluding only those as are installed within the exclusive any unit and/or exclusively for us).
- b) Lighting of the common portions.
- c) Electrical installations relating to receiving of electricity from suppliers and meters for recording the supply.

**(IV) Others: Such other common parts, areas, equipment's, installation, fittings, fixtures and spaces in or about the Premises and the New Building as are necessary for passage to and/or user of the units in common by the co-Owner .**

**(V) Roof: Roof of the Building and open space on the **Second Floor** of the Building shall be the sole property of all Flat Owners as common.**

**THE FORTH SCHEDULE ABOVE REFERRED TO:**

1. Save and except in respect of the said **FLAT** hereby purchased and right of the restrictive common user over common areas and facilities as specified in the **Third Schedule** hereinabove written the Purchaser shall have no claim or respect of other portion of the building.

2. The Purchaser shall pay from the date of possession, the proportionate share of corporation taxes and other taxes whatsoever named called and assessed on the said flat/building/premises as may be existing at any point of time so long of the said unit is not separately assessed.

3. The maintenance charges and all other outgoings payable in respect of the said **FLAT** from the date, of possession to association formed by members as per their settled claim from time to time. Apportionment of the liabilities of the **PURCHASER** in respect of an item of cash, taxes, outgoings expenses or any other money or sum payable under the presents by the **PURCHASER** shall be decided as per square feet area of the **FLAT**.

**4. THE PURCHASER/S SHALL:-**

- a) Maintain the said **FLAT** with his/her/their own/joint costs and shall keep the said **FLAT** in the conditions stale and order in which it would deliver to him and shall abide by all laws, bye laws, rules and regulations of KMC.
- b) Use the common areas and facilities strictly as required for passage for ingress to and egress from the said **FLAT** and shall not cause any obstruction of hindrance or interference of free ingress and egress but from the said **FLAT** and shall not cause any obstructions of hindrance or interference of free ingress and egress but from the said building for the vendors or persons claiming through him.
- c) Permit the association and (heir surveyors or agents with or without workmen and others as also the officers and staff of any public supply authority or bodies at ail reasonable time to enter into and upon the said **FLAT** or any part thereof for the purpose of repairing or any part of the building and for the purpose of the making, repairing, re-building, maintaining, clearing lighting and keeping in order and good conditions all services, drains, water, pipes, cables, co-belonging to observing or use for the said building and also for the purpose of pulling down maintaining, repairing and testing drainages and water pipes and electric wires and connections.

- d) Executing files and register all declaration, deeds and documents and will do all acts, deeds, matters and things as shall be from time to time necessary for and in relation to the FLAT and shall also furnish declare and file in compliance with all statutory obligations in respect of statutory obligation from time to time all statements and shall comply with and observe all be formalities from time to time as shall be necessary in any oilier law or required for any purpose including for registration of conveyance and/or transfer deeds and shall always pay and discharged all tax and other statutory liabilities and hereby agrees to indemnify and keep indemnified the vendors against demands claim, suits, actions, proceedings charges costs and expenses in respect of thereof and shall execute from time to time all papers and documents and to do all other things for giving effects to the presents and also or protecting the interest of the vendors and of the other **PURCHASER** and/or holders of the other portions in the said buildings.
- e) The **PURCHASER** shall have full proprietary rights and interest and shall be entitled to sell, mortgages, rent, lease or any type of transfer the aforesaid **FLAT** on the **Second Floor** and **CAR PARKING SPACE** in the **Ground Floor** under the said Building and also entitled to use the said Flat as Residential, without requiring having or seeking and consenting for the purpose from the other Apartments/Flats Owner and Owners of the said building.
5. **THE PURCHASER SHALL NOT:** -
- a) Use the said FLAT or any portion thereof for any purpose whatsoever other than as a flat for Residence Purpose. But not any cause danger, nuisance or annoyance to the occupiers of the other flats in the building or to the owners or occupiers of the adjoining or neighboring properties nor shall use the same for any illegal or immoral purpose.
- b) **PURCHASER** cannot do addition or alteration or construction of permanent nature in the said FLAT or any part thereof which will affect the main structure and line of the building.
- c) Store or keep stored or allow to be stored in the said FLAT, any goods or hazardous or combustible' nature or otherwise materials or any other goods or articles which are likely to endanger the said building or any articles giving an offensive smell or which may extra nuisance or annoyance to the neighbors and' or other purpose and/or vendors and/or the **PURCHASER** or occupiers of the other building or buildings in the neighborhood.
- d) Hang from or attachment to beam or rafts any article which is or affect endanger or damages or damages the said building and/or construction thereof.
- e) Demolish the said FLAT or any part thereof.
- f) Use store in the staircase and other common parts passage and other portion and/or allow the smoke to spread and to go in the common area, common parts and common portions and in other flats in the said building.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**

**THE PURCHASER/S/S SHALL BEAR:-**

**PROPORTIONATE COST OF REPAIRING AND DECORATING OF THE BUILDING AS COMMON EXPENSES;**

**PART - I**

1. Proportionate expenses of maintenance, repairing, reconstruction and renewing the main structure and the drainage system, rain water discharge, arrangements for supply of electricity and fill common areas contained in the said premises.
2. Proportionate costs of cleaning and lighting the entrance of the building, passage, space, lobby, corridor, staircase,
3. Proportionate share of all taxes, levies and impositions deposits etc. for the premises as a whole.
4. Proportionate share of all salaries, wages, fees and remuneration of all workmen, staff and experts, engaged and hired for the common purpose.

5. Proportionate cost of maintenance, operating, replacing and installing implements including Lift, Pump, Motor, Pipes, Deep tube-well etc. for the common service.
6. Proportionate share of premium of insurance of or the building, if any.
7. Proportionate share of such expenses or would be necessary for all incidentals to the said maintenance and up keep of the building.
8. Any other unforeseen proportionate expenses, if arises in future, will be binding upon the PURCHASER/S/S as per the unanimous decision of the building committee or owner's association.

**PART - II**

**MAINTENANCE:** The proportionate costs and expenses of maintaining, repairing, redecorating and renewing etc. of the main structure, lift, common parts and portions like drainage, gutters and water pipes for all purposes, drains, electric cables and wires in under or upon the said Housing Complex, main entrance, landings and staircase of the said buildings, boundary walls of the Demarcated portion and compounds etc. enjoyed or used by the PURCHASER/S/S in common with other occupiers. The costs of cleaning and lighting the main entrance, passages, driveways, landings, staircases and other parts of the Housing Complex so enjoyed or used by the PURCHASER/S/S in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.

**OPERATIONAL:** All expenses for running and operating all machines, equipment and installations comprised in the Common Parts and Common Portions including generator, lift, water pump with motor, cable, T.V. connection and also the costs of repairing renovating and replacing the same.

**STAFF:** The salaries of and all other expenses of the staff to be employed for the Common Purposes namely security, electrician, maintenance persons, caretaker, plumber, administration persons, accountant, clerk, gardeners, sweepers, etc. including their bonus and other emoluments and benefits.

**ASSOCIATION:** Establishment and all other expenses of the Association or any agency looking after the Common Purposes until handing over the same to the Association.

**IN WITNESS WHEREOF** all the Party have hereunto set and subscribed their respective hands and seals the day month and year first above written.

**SIGNED SEALED AND DELIVERED**

At Kolkata In The Presence of:-

**WITNESSES: -**

1.



2.

=====  
**SIGNATURE OF THE OWNER**  
Owner duly represented by their Constituted  
Attorney **SOURAV ROY**

=====  
Signature of the **PURCHASER/S/S**

=====  
**M/S. U S T CONSTRUCTIONS**  
Represented by its Managing Partner and  
authorized signatory of the Firm as  
Developer/Confirming Party

Drafted & Printed by:

Wooke Das  
Advocate,  
Alipore Judges' Court,  
Kolkata: 700027  
Enrolment No. F/969/1997.

**MEMO OF CONSIDERATION**

**RECEIVED** of and from the within named **PURCHASER/S** a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_)  
only as **FULL AND FINAL CONSIDERATION** along with 5% GST of the said **FLAT**, described in the **SCEOND**  
**SCHEDULE**, herein above written as per memo below :-

<b><u>Date</u></b>	<b><u>Cash/Cheque/NEFT/RTGS</u></b>	<b><u>Bank</u></b>	<b><u>Branch</u></b>	<b><u>Amount</u></b>


**Total** Rs. \_\_\_\_\_/-

Rupees \_\_\_\_\_ only.

**WITNESSES:**

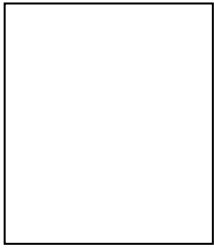
1.

2.

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**M/S. U S T CONSTRUCTIONS**  
Represented by its Managing Partner and  
authorized signatory of the Firm as  
Developer/Confirming Party

**Thumb                  First                  Middle                  Ring                  Little**

	<b>LEFT :</b>					
	<b>RIGHT :</b>					

Name: SRI SOURAV ROY

Signature: \_\_\_\_\_

	<b>LEFT :</b>					
	<b>RIGHT :</b>					

Name: \_\_\_\_\_

Signature: \_\_\_\_\_